

Southern Pacific Transportation Company

THORMUND A. MILLER
GENERAL COMMERCE COUNSEL

JOHN J. CORRIGAN
GENERAL SOLICITOR

ARNOLD I. WEBER
JOHN MACDONALD SMITH
JAMES J. TRABUCCO
SENIOR GENERAL ATTORNEYS

W. HARNEY WILSON
ROBERT W. TAGGART
LARRY W. TELFORD
ROBERT S. BOGASON
DOUGLAS E. STEPHENSON
RICHARD S. KOPF
MICHAEL A. SMITH
LOUIS P. WARCHOT
GREG CUNNINGHAM
DAVID R. MUHLITNER
GENERAL ATTORNEYS

Southern Pacific Building • One Market Plaza
San Francisco, California 94105
(415) 541-1000

HERBERT A. WATERMAN
VICE PRESIDENT AND GENERAL COUNSEL

MADELEINE E. SLOAN
CONTRACT ATTORNEY

HAROLD S. LENTZ
DAVID W. LONG
CAROL A. HARRIS
STUART E. VAUGHN
ASSISTANT GENERAL ATTORNEYS

GARY A. LAAKSO
KAREN ACKERMAN
JOSE E. GUZMAN, JR.
CRAIG J. WHITNEY
JOHN K. WYMA
ANN FINGARETTE HASSE
WILLIAM E. SAUL
JONATHAN M. FIL
DORENE M. CURTIS
GEORGE DUESDIEKER
DAVID A. GOLD
STEPHEN A. ROBERTS
ASSISTANT GENERAL ATTORNEYS

August 26, 1981

RECORDATION NO. 7876-2

AUG 27 1981 - 1 40 PM
INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue
Washington, D. C. 20423

Re: Agreement of Conditional Sale dated as of
March 1, 1975, between Southern Pacific
Transportation Company, Metropolitan Life
Insurance Company and PACCAR, Inc.

Dear Ms. Mergenovich:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) counterparts of First Supplemental Agreement dated as of August 10, 1981, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of March 1, 1975, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale dated as of March 1, 1975, between General Motors Corporation, Thrall Car Manufacturing Company, PACCAR, Inc., and Southern Pacific Transportation Company, recorded on March 28, 1975, at 3:15 p.m., and assigned Recordation No. 7876;

Amendment Agreement dated as of October 1, 1975, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on October 2, 1975, at 10:50 a.m., and assigned Recordation No. 7876-A;

Counterspart - Retention M. Stern

Ms. Agatha L. Mergenovich
August 26, 1981
Page Two

Second Amendment Agreement dated as of February 1, 1976, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on February 19, 1976, at 11:25 a.m., and assigned Recordation No. 7876-B; and

Third Amendment Agreement dated as of May 1, 1976, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on June 14, 1976, at 2:35 p.m., and assigned Recordation No. 7876-C.

In connection with the recording of the enclosed First Supplemental Agreement dated as of August 10, 1981, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

First Supplemental Agreement dated as of August 10, 1981, between Southern Pacific Transportation Company, Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by
First Supplemental Agreement

- 3 100-ton drop bottom gondola cars; FMC Corporation, builder; lettered SP and numbered 341313 through 341315.
- 5 100-ton open top hopper cars; Pacific Car and Foundry Company, builder; lettered SP and numbered 466044 through 466048.
- 1 70-ton, 62' double-stack container car; ACF Industries, Inc., builder; lettered SP and numbered 513300.
- 7 70-ton box cars; Pullman Standard, builder; lettered SP and numbered 247983, 247987 through 247989, 248008, 248016 and 248017.

Ms Agatha L. Mergenovich
August 26, 1981
Page Three

2 100-ton gondola cars; Pacific
Car and Foundry Company,
builder; lettered SP and
numbered 355473 and 355474.

When the recording of the First Supplemental Agreement
has been completed, will you kindly endorse, with the
pertinent recording information, all executed counterparts
thereof which are presented to you by our representative
herewith, and return the remainder of the same to her.

Very truly yours,

David R. Muhlitner
David R. Muhlitner
General Attorney

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

David R. Muhlittner
Southern Pacific Transp. Co.
Southern Pacific Bldg.
One Market Plaza
San Francisco, California 94105

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/27/81 at 1:40PM, and assigned recordation number(s). 7876-D

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 7876-D Filed 1425

FIRST
SUPPLEMENTAL AGREEMENT

AUG 27 1981 - 1 40 PM
INTERSTATE COMMERCE COMMISSION

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of August 10, 1981, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and Metropolitan Life Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New York (said Company hereinafter called "Assignee"), with a principal office and place of business at One Madison Avenue, New York, New York, as Agent acting under an Agreement dated as of the first day of March, 1975.

WITNESSETH

WHEREAS, PACCAR, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and Southern Pacific Transportation Company (hereinafter called the "Company"), have entered into an Agreement of Conditional Sale dated as of March 1, 1975 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of box cars, flat cars, hopper cars and gondola cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to

the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of March 1, 1975 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on March 28, 1975, and assigned Recordation No. 7876; and

WHEREAS, certain box cars, hopper cars and gondola cars (hereinafter collectively called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
3	100-ton drop bottom gondola cars; FMC Corporation, builder; lettered SP and numbered 341313 through 341315.
5	100-ton open top hopper cars; Pacific Car and Foundry Company, builder; lettered SP and numbered 466044 through 466048.
1	70-ton 62' double-stack container car; ACF Industries, Incorporated, builder; lettered SP and numbered 513300.
7	70-ton box cars; Pullman Standard, builder; lettered SP and numbered 247983, 247987 through 247989, 248008, 248016 and 248017.
2	100-ton gondola cars; Pacific Car and Foundry Company, builder; lettered SP and numbered 355473 and 355474.

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

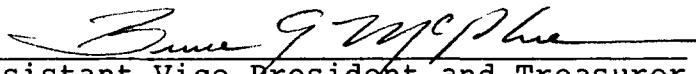
3. The Company will promptly cause this First Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. The First Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this First Supplemental Agreement is dated for convenience as of August 10, 1981, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be duly executed as of the date first above written.


SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: 
Assistant Vice President and Treasurer

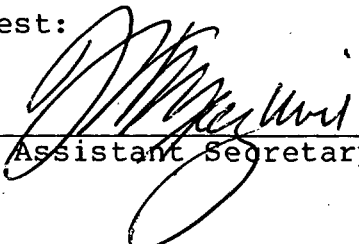
Attest:


Assistant Secretary

METROPOLITAN LIFE INSURANCE COMPANY, as Assignee

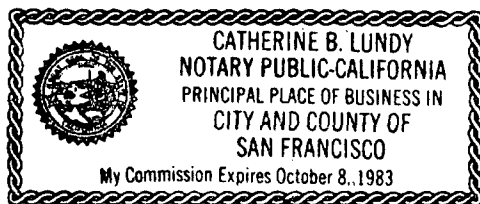
By: 
Vice President

Attest:


Assistant Secretary

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

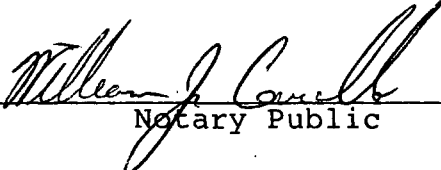
On this 18th day of August, 1981, before me personally appeared BRUCE G. MC PHEE, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President and Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Catherine B. Lundy
Notary Public

STATE OF NEW YORK)
)
CITY AND COUNTY OF NEW YORK) ss.

On this 20th day of August, 1981, before me personally
appeared William J. Blanchfield, to me personally known, who,
being by me duly sworn, says that he is ~~Vice-President~~
_____ of METROPOLITAN LIFE INSURANCE
COMPANY; that one of the seals affixed to the foregoing
instrument is the corporate seal of said corporation; and
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.



Notary Public

WILLIAM J. COVIELLO
NOTARY PUBLIC, State of New York
No. 31-4711159 Qual. in N. Y. County
Certificate filed in New York County
Commission Expires March 30, 1982